

Service Terms (**nbn**[™] SMP Portal)

nbn[™] SMP Portal Service Module

nbn[™] Sky Muster[™] Plus Interim Agreement



This document forms part of the nbn[™] Sky Muster[™] Plus Interim Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Service Terms (nbn™ SMP Portal)

nbn™ SMP Portal Service Module

nbn™ Sky Muster™ Plus Interim Agreement

Version	Description	Effective Date
1.0	First issued version of the nbn™ Sky Muster™ Plus Interim Agreement	Execution Date

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Environment

nbn asks that you consider the environment before printing this document.

Introduction

These Service Terms (**nbn**TM SMP Portal) include:

- provisions that describe the **nbn**TM Sky Muster Plus Portal (**nbn**TM **SMP Portal**) and constitute a [Service Description](#);
- provisions that are specific to **nbn**'s supply of the **nbn**TM SMP Portal, but which are otherwise similar in nature to those in the [Interim Terms](#);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Interim Terms](#);
- Special Terms, which take priority over other provisions in this Agreement (including the [Interim Terms](#)); and
- provisions which describe Customer obligations in relation to Unfair Use and the meaning of Unfair Use as it relates to the **nbn**TM SMP Portal, and constitute a [Fair Use Policy](#).

As an aid to the reader, this document includes the following icon:



This icon is used to identify provisions that are Special Terms.

This document forms part of the **nbn**TM Sky MusterTM Plus Interim Agreement.

Roadmap

A roadmap describing the structure of this document follows for the assistance of Customer.

Part A: Service Description

This part describes the **nbn**TM SMP Portal.

Part A: Service Description		Page
1	Key Business Transactions	5
2	nbn TM SMP Portal Service Element	6
3	Operation of the nbn TM SMP Portal	6

Part B: Service Terms

This part includes provisions which are specific to **nbn**'s supply of the **nbn**TM SMP Portal.

Part B: Service Terms		Page
4	Product Supply	7
5	Operational Management	7
6	nbn TM SMP Portal Preventative Maintenance Outages	8
7	nbn TM SMP Portal Workarounds	8
8	Information and rights management	9
9	Service Transfers	12

10	General Terms	12
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Part C: Fair Use Policy

This part includes provisions about fair use of the **nbn**[™] SMP Portal.

Part C: Fair Use Policy		Page
11	Fair use of networks, systems, equipment or facilities	13

Part A: Service Description

*Section 1 describes the Key Business Transactions that Customer may perform through the **nbn**TM SMP Portal.*

1. Key Business Transactions

- (a) The following transactions are Key Business Transactions in relation to the supply of **nbn**TM Sky MusterTM Plus for the purposes of this Agreement.

Key Business Transaction	Description
Activation Transactions	Address Enquiries
	Site Qualification Enquiries
	submission of Connect, Modify, or Disconnect Orders
	tracking of orders being processed
Appointment Transactions	Appointment availability enquiries
	Appointment reservation
	tracking of Appointments being processed
	amendment of an Appointment being processed
Assurance Transactions	submission of Trouble Tickets
	amendment of a Trouble Ticket being processed
	tracking of Trouble Tickets
Service Transactions	submission of Service Requests
	amendment of Service Requests being processed
	tracking of Service Requests being processed
Test & Diagnostic activities	submission of Diagnostic Status Tests or Network Tests
	tracking of Diagnostic Status Tests or Network Tests

- (b) Despite section 1(a), the following transactions are not available to be performed through the **nbn**TM SMP Portal and must be accessed by Customer using the **nbn**TM Platform Interfacing Service:
- (i) notification of summary invoices;
 - (ii) notification of billing event or adjustment files;
 - (iii) retrieval of historical billing information; and
 - (iv) such other transactions as notified by **nbn** from time to time.
- (c) The **nbn**TM Platform Interfacing Service Module of the WBA Access Agreement is incorporated into these Service Terms (**nbn**TM SMP Portal) to the extent relevant to Customer's access to the **nbn**TM Platform Interfacing Service under section 1(b) with such amendments as are necessary to give effect to the intention of the parties under that section 1(b).

*Section 2 describes the Service Elements within the **nbn**[™] SMP Portal.*

2. **nbn**[™] SMP Portal Service Element

- (a) The **nbn**[™] SMP Portal is a web-based portal provided by **nbn** that enables Customer and **nbn** to perform Key Business Transactions.
- (b) The **nbn**[™] SMP Portal does not include direct access to, or direct use of, **nbn**'s core systems or the functionality of **nbn**'s core systems.
- (c) Use of the **nbn**[™] SMP Portal is subject to the **nbn**[™] SMP Portal terms and conditions, which may be updated by **nbn** from time to time.

*Section 3 specifies Customer's conditions of use of the **nbn**[™] SMP Portal.*

3. Operation of the **nbn**[™] SMP Portal

- (a) Customer may only use the **nbn**[™] SMP Portal for the purpose of performing Customer's Key Business Transactions and for purposes approved by **nbn** in writing.
- (b) Customer may only use Site Qualification Information, in accordance with additional conditions in Part B, for:
 - (i) determining whether a Product is available in respect of a Premises or location;
 - (ii) developing and planning the supply of Customer Products;
 - (iii) choosing whether to place an order for a Product;
 - (iv) marketing the supply of Customer Products; and
 - (v) any other purposes approved by **nbn** in writing.

Part B: Service Terms

Section 4 is a Service Term which should be read in conjunction with clause A2 of the [Interim Terms](#) and Part A of this document.

4. Product Supply

Customer must:

- (a) ensure that each Delegated Administrator and each Authorised User agrees to, and complies with, the **nbn**TM SMP Portal terms and conditions;
- (b) provide to **nbn** all information reasonably required and requested by **nbn** to implement security protocols that are used in connection with the **nbn**TM SMP Portal;
- (c) on request by **nbn**, use reasonable endeavours to make available to **nbn** Customer Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with Customer's access to or use of the **nbn**TM SMP Portal; and
- (d) acquire and maintain, at its cost, internet connectivity to facilitate Customer's access to the **nbn**TM SMP Portal.

*Section 5 is a Service Term which applies in connection with the **nbn**TM SMP Portal.*

5. Operational Management

5.1 General obligations relating to **nbn**TM SMP Portal-Related Software

- (a) Customer must, in accordance with **nbn**'s instructions, install and implement any **nbn**TM SMP Portal-Related Software (and any upgrades or updates released by **nbn** or its licensors) provided by **nbn** as part of the **nbn**TM SMP Portal and successfully complete all testing required by **nbn**.
- (b) Customer must not:
 - (i) access or interfere with **nbn**'s core systems or the functionality of **nbn**'s core systems (or attempt to do so);
 - (ii) change or otherwise interfere with the **nbn**TM SMP Portal (except in the ordinary course of using or configuring the **nbn**TM SMP Portal in accordance with these Service Terms (**nbn**TM SMP Portal));
 - (iii) copy, or attempt to copy, any part of the **nbn**TM SMP Portal or the **nbn**TM SMP Portal-Related Software (or any of the data accessible through the **nbn**TM SMP Portal), except for:
 - (A) copying:
 - (1) business-to-business messages generated or transmitted by, on or through the **nbn**TM SMP Portal as a result of the performance of Key Business Transactions;
 - (2) operational information made available by **nbn** to Customer through the **nbn**TM SMP Portal and relating specifically to the performance of Key Business Transactions;

- (3) any **nbn**TM SMP Portal-Related Software for testing purposes approved by **nbn** in writing; or
 - (4) any **nbn**TM SMP Portal-Related Software that may be inherent in the design of the normal operation of that software; or
 - (B) making a single copy of any **nbn**TM SMP Portal-Related Software for back-up purposes; or
 - (iv) reverse engineer, decompile or access the source code of the **nbn**TM SMP Portal or **nbn**'s core systems or the functionality of **nbn**'s core systems, or attempt to do so.
- (c) Customer must not, and must ensure its Downstream Service Providers and Contracted End Users do not, perform any data mining or similar activities on or through the use of the **nbn**TM SMP Portal.

*Section 6 is a Service Term which applies in connection with the **nbn**TM SMP Portal and should be read in conjunction with clause C15 of the WBA Head Terms, as that clause is incorporated by clause C1 of the [Interim Terms](#).*

6. **nbn**TM SMP Portal Preventative Maintenance Outages

- (a) **nbn** may implement a Planned Outage in respect of the **nbn**TM SMP Portal (an **nbn**TM **SMP Portal Preventative Maintenance Outage**) if **nbn** considers the Planned Outage to be necessary.
- (b) Clause C15.1(c) of the WBA Head Terms, as that clause is incorporated by clause C1 of the [Interim Terms](#), does not apply in respect of **nbn**TM SMP Portal Preventative Maintenance Outages.

*Section 7 is a Service Term which sets out the procedure **nbn** will adopt when the **nbn**TM SMP Portal is not Operational.*

7. **nbn**TM SMP Portal Workarounds

7.1 Consequences of **nbn**TM SMP Portal not being Operational

- (a) If **nbn** determines at any time that any part of the **nbn**TM SMP Portal is not Operational, **nbn**:
 - (i) will:
 - (A) notify Customer as soon as practicable;
 - (B) where reasonably practicable to do so, consult with, and consider any feedback given by, Customer in relation to any workarounds that **nbn** proposes to implement during the period that an affected part of the **nbn**TM SMP Portal is not Operational;
 - (C) use reasonable endeavours to:
 - (1) ensure that any proposed workarounds are consistent with the processes set out in this Agreement; and
 - (2) minimise any adverse impact of the proposed workaround on Customer; and

- (D) notify Customer of any workarounds (**nbn**TM **SMP Portal Workarounds**) that **nbn** will implement during the period that an affected part of the **nbn**TM SMP Portal is not Operational; and
- (ii) may suspend Customer's use of the **nbn**TM SMP Portal or part thereof.
- (b) Customer must comply with **nbn**TM SMP Portal Workarounds.

7.2 Reinstatement of **nbn**TM SMP Portal

- (a) **nbn** will make a determination that the **nbn**TM SMP Portal is Operational as soon as **nbn** considers that it is Operational. As soon as is reasonably practicable after making that determination, **nbn** will:
 - (i) notify Customer; and
 - (ii) reinstate Customer's use of the **nbn**TM SMP Portal.
- (b) Any relevant **nbn**TM SMP Portal Workarounds will immediately cease to have effect on and from the time specified in the notice given by **nbn** that the **nbn**TM SMP Portal is Operational, except that **nbn** may continue to process in-progress orders in accordance with the **nbn**TM SMP Portal Workarounds.

Section 8 is a Service Term which should be read in conjunction with clause D1 of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#).

8. Information and rights management

8.1 Authorised use and security

- (a) Customer must keep secure and confidential, and protect from unauthorised use, any usernames, passwords and digital certificates provided to or used by Customer in connection with the **nbn**TM SMP Portal (all of which are the Confidential Information of **nbn**).
- (b) Customer is responsible for any and all use of the **nbn**TM SMP Portal by its Authorised Users or other third parties acting on behalf of Customer.

8.2 Site Qualification Enquiry Information

- (a) **nbn** is not obliged to progress any Site Qualification Enquiry if:
 - (i) Customer has not provided sufficient information as indicated by the **nbn**TM SMP Portal;
 - (ii) **nbn** has reasonable grounds to believe that relevant authorisations have not been obtained;
 - (iii) Customer has previously requested a Site Qualification Enquiry for that Premises and that Site Qualification Enquiry is still valid; or
 - (iv) Customer has previously requested a Site Qualification Enquiry for that Premises on multiple occasions.
- (b) Customer must not disclose Site Qualification Information to any third party, except where the third party is:
 - (i) a current or prospective Contracted End User in respect of whom the Site Qualification Information applies;

- (ii) a Downstream Service Provider or Specified Utility engaging in a related Specified Activity; or
- (iii) Customer Personnel,

and such disclosure is made in accordance with clause D1 of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#).

- (c) Clauses D1.2(b) and D1.2(d) of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#), do not apply in respect of Site Qualification Enquiry Information to the extent there is any inconsistency between those clauses and this section 8.2.

8.3 Third Party Address Data supplied by PSMA

- (a) Site Qualification Information may contain Third Party Address Data supplied by PSMA. Third Party Address Data supplied by PSMA is the Confidential Information of **nbn**, and is licensed to **nbn** by PSMA.
- (b) **nbn** grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Third Party Address Data supplied by PSMA internally within Customer's business, solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.
- (c) Customer must prominently display an acknowledgement of PSMA's ownership of Third Party Address Data supplied by PSMA on any copy or reproduction of it.
- (d) Customer must not:
 - (i) disclose Third Party Address Data supplied by PSMA to any third party except in accordance with clauses D1.2(d)(i) or D1.2(d)(vii) of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#); or
 - (ii) make any changes to any spatial co-ordinates contained in the Third Party Address Data supplied by PSMA.
- (e) **nbn** may, if it becomes aware of or suspects that Customer's conduct, or that of its Personnel, with respect to Third Party Address Data supplied by PSMA is in breach of this Agreement or would cause **nbn** to be in breach of the terms on which it licenses Third Party Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Third Party Address Data supplied by PSMA.
- (f) Sections 8.3(c) to 8.3(e) above will have no force or effect unless **nbn** notifies Customer in writing, in which case sections 8.3(c) to 8.3(e) will take effect on and from the date specified in the notice by **nbn**.
- (g) Clauses D1.2(b) to D1.2(d) (other than clauses D1.2(d)(i) and D1.2(d)(vii)) of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#), do not apply in respect of Third Party Address Data supplied by PSMA.
- (h) This section 8.3 applies only in respect of Third Party Address Data supplied by PSMA which is contained in Site Qualification Information.

8.4 Telstra Address Data

- (a) Site Qualification Information may contain Telstra Address Data. Telstra Address Data is the Confidential Information of **nbn**, and is provided to **nbn** by Telstra.
- (b) **nbn** grants Customer a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Telstra Address Data internally within Customer's business,

solely to the extent required for Customer (directly or through its Personnel) to supply, market and promote Customer Products.

- (c) In addition to the obligations and limitations in clause D1 of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#), Customer must not do any of the following things with respect to Telstra Address Data:
- (i) use or disclose Telstra Address Data to carry on or be involved in any digital mapping business in Australia or publish or make available any addressing index or similar product in Australia;
 - (ii) disclose Telstra Address Data to any entity or person who carries on or is involved in any digital mapping business in Australia or who collates or makes available any addressing index or similar product in Australia, for the purpose of or for inclusion in any digital mapping product, addressing index or similar product; or
 - (iii) use or disclose Telstra Address Data in breach of the security requirements of a Government Agency engaged in national security or critical infrastructure protection or in breach of requirements otherwise imposed on **nbn** or Telstra by law, in each case, as notified by **nbn** to Customer.
- (d) **nbn** may, if it becomes aware of or reasonably suspects that Customer's conduct (or that of its Personnel), with respect to Telstra Address Data:
- (i) is in breach of this Agreement; or
 - (ii) would cause **nbn** to be in breach of the terms on which it licenses Telstra Address Data,
- take any reasonable remedial action to prevent such breaches, including suspending access to or use of Telstra Address Data, provided that at, or as soon as feasible after, the time **nbn** takes any such remedial action, **nbn** provides Customer with written notice setting out:
- (iii) subject to any applicable confidentiality requirements, **nbn's** reasons for exercising its rights under this section 8.4(d); and
 - (iv) the actions (if any) Customer could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.
- (e) When any conduct by Customer or any of its Personnel of the nature described in section 8.4(d) has been addressed to **nbn's** reasonable satisfaction, **nbn** will, as soon as reasonably practicable, take all steps that are reasonably practicable to:
- (i) subject to section 8.4(e)(ii), reinstate Customer's right to access, use and disclose the Telstra Address Data; and
 - (ii) where necessary, seek reinstatement of **nbn's** right to access, use and disclose the Telstra Address Data and/or **nbn's** contractual rights to pass on those rights of access, use and disclosure to Customer.
- (f) **nbn** will consult with Customer before taking any remedial action under section 8.4(d), where it is reasonably practicable for **nbn** to do so.
- (g) Clauses D1.2(b) to D1.2(d) of the WBA Head Terms, as incorporated by clause D1 of the [Interim Terms](#) do not apply in respect of Telstra Address Data to the extent there is any inconsistency between those clauses and this section 8.4.

9. Service Transfers

- (a) Customer authorises **nbn** to disclose the identity (including the EPID Code) of Customer to:
 - (i) where Customer is the Gaining Customer, the Other Losing Customer to the extent necessary to effect a Service Transfer; or
 - (ii) where Customer is the Losing Customer, the Other Gaining Customer to the extent necessary to effect a service transfer order under an Other SMP Interim Agreement or Other Wholesale Broadband Agreement.
- (b) Where Customer is the Losing Customer, Customer authorises, and must ensure each Downstream Service Provider authorises, **nbn** to cause the relevant service transfer to occur including disconnecting or otherwise ceasing to supply the relevant Ordered Product, or the product or service supplied under the WBA Access Agreement (as applicable), which is the subject of the service transfer order placed by the Other Gaining Customer.
- (c) Nothing in this section 9 limits any rights Customer may have against the Other Gaining Customer or Other Losing Customer (as the case may be).
- (d) If Customer submits a Service Transfer Order, it must have a Customer Authority that is not more than 45 days old before the date of submission.



Section 10 is a Special Term.

10. General Terms

- (a) This document does not contain any Financial Management terms that are specific to the **nbn**TM SMP Portal and additional to Module B of the [Interim Terms](#).
- (b) This document does not contain any Risk Management terms that are specific to the **nbn**TM SMP Portal and additional to Module E of the [Interim Terms](#).
- (c) This document does not contain any Agreement Management terms that are specific to the **nbn**TM SMP Portal and additional to Module F of the [Interim Terms](#).
- (d) This document does not contain any Dispute Management terms that are specific to the **nbn**TM SMP Portal and additional to Module G of the [Interim Terms](#).
- (e) This document does not contain any Service Management terms that are specific to the **nbn**TM SMP Portal

Part C: Fair Use Policy

Section 11 sets out the meaning of Unfair Use and Customer obligations in relation to the **nbn**TM SMP Portal.

11. Fair use of networks, systems, equipment or facilities

11.1 Purpose and objectives

- (a) This **nbn**TM SMP Portal Fair Use Policy section supports the consistent supply of relevant products to all **nbn** customers and ultimately to End Users, recognising that the **nbn**TM SMP Portal is a shared resource and the activities of one person can detrimentally affect the use of the **nbn**TM SMP Portal and the **nbn**TM Infrastructure by another person.
- (b) This **nbn**TM SMP Portal Fair Use Policy section:
 - (i) applies to Customer's use of the **nbn**TM SMP Portal; and
 - (ii) is intended to avoid adverse impacts on the quality or reliability of the **nbn**TM SMP Portal and the **nbn**TM Infrastructure by ensuring that Customer does not use, or permit others to use, the **nbn**TM SMP Portal in an excessive or unreasonable manner.

11.2 Customer obligations

Customer must not, and must ensure its Personnel do not, engage in Unfair Use.

11.3 Unfair Use

In this Part C, **Unfair Use** means use of the **nbn**TM SMP Portal in a way that creates a risk to:

- (a) the integrity of the **nbn**TM SMP Portal and the **nbn**TM Infrastructure;
- (b) the integrity of the network, systems, equipment or facilities of Customer or any Other Customer used in connection with the **nbn**TM Network;
- (c) the quality of any product or service supplied by **nbn** to Customer or any Other Customer; or
- (d) the health or safety of any person.

Examples of conduct that may constitute Unfair Use include:

1. use of the **nbn**TM SMP Portal in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance;
2. undertaking (or attempting to undertake) any of the following activities without authorisation:
 - (a) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks, flooding a network, stress testing or volume testing;
 - (b) probing, scanning or testing the vulnerability of a system or network; or
 - (c) breaching the security or authentication measures for a service or network.
3. the submission of an excessive number of requests for Site Qualification Enquiries which may impact **nbn**'s ability to process these enquiries in a reasonable timeframe for Customer or any Other Customer; or

4. the submission of an excessive number of requests for Site Qualification Enquiries which **nbn** reasonably believes the Customer does not intend to convert to Orders.